

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
JANUARY 10, 2007

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the SPECIAL meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, January 10, 2007, at 7:00 p.m.**, at City Hall, 100 N. Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order.

Invocation.

Pledge of Allegiance to the Flag.

Opening Roll Call:

Present: Warpinski, De Wane, Nicholson, Theisen, Krueger, Erickson, Kaye, Evans, Vander Leest, Dantinne, La Violette, Zeller, Backmann, Van Deurzen, Clancy, Zabel, Scray, Hoeft, Lund

Excused: Haefs, Johnson, Kaster, De Cleene

Absent: Zima

Supervisor Fleck arrived at 7:05; and Supervisor Fewell arrived at 7:12.

Total Present: 21 Total Excused: 4 Absent: 1

No. 1 -- Adoption of Agenda.

A motion was made by Supervisor De Wane and seconded by Supervisor Dantinne **“to adopt the agenda”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 2 -- APPROVAL OF HUMAN SERVICES DEPARTMENT CONTRACTS FOR 2007

The Human Services Department Contracts for 2007 are on the following pages.

| AGENCY | 2006 CONTRACT | 06 CONTRACT BASED ON YTD | YTD PYMTS THRU 9/06 | 2007 HS BUDGET | COMMENTS |
|-----------------------------------|------------------|-----------------------------------|------------------------|----------------------|----------|
| ADULT FAMILY HOME | | | | | |
| ADAMS AFH | \$ 42,116 | \$ 23,728 | \$ 17,796 | \$48,822 | |
| ARTS AFH | \$ 20,146 | \$ 19,693 | \$ 14,770 | \$20,967 | |
| BEYOND ABILITIES | \$ 442,074 | \$ 422,964 | \$ 317,223 | \$450,912 | |
| BOLL ADULT CARE CONCEPTS | \$ 296,121 | \$ 373,557 | \$ 280,168 | \$381,028 | |
| BRUECHERT AFH | \$ 37,065 | \$ 37,116 | \$ 27,837 | \$38,118 | |
| BRUSS SUPPORTIVE COMMUNITY LIVING | \$ 249,088 | \$ 248,603 | \$ 186,452 | \$253,575 | |
| CAPELLE AFH | \$ 50,541 | \$ 50,488 | \$ 37,866 | \$51,714 | |
| CAPPS/KALISHEK AFH | \$ 41,568 | \$ 41,568 | \$ 31,176 | \$42,400 | |
| CHERVANKA/GANTER AFH | \$ 34,332 | \$ 34,332 | \$ 25,749 | \$35,019 | |
| CBIS | \$ 185,542 | \$ 203,693 | \$ 152,770 | \$207,767 | |
| COMPASS DEVELOPMENT | \$ 457,200 | \$ 782,391 | \$ 586,793 | \$808,908 | |
| DEBAERE AFH | \$ 56,856 | \$ 56,856 | \$ 42,642 | \$57,993 | |
| DELVEAUX AFH | \$ 20,784 | \$ 20,784 | \$ 15,588 | \$21,200 | |
| DUNN-GUYETTE AFH | \$ 20,784 | \$ 20,784 | \$ 15,588 | \$21,200 | |
| ENGBERG AFH | \$ 35,721 | \$ 36,435 | \$ 27,326 | \$38,348 | |
| FENLON AFH | \$ 14,340 | \$ 15,240 | \$ 11,430 | \$15,545 | |
| FRIENDSHIP MANOR INC. | \$ 352,334 | \$ 373,293 | \$ 279,970 | \$380,759 | |
| GAEDTKE AFH | \$ 181,177 | \$ 120,707 | \$ 90,530 | \$123,202 | |
| GAUGER AFH | \$ 29,232 | \$ 29,232 | \$ 21,924 | \$29,817 | |
| GILES AFH | \$ 48,126 | \$ 47,812 | \$ 35,859 | \$50,049 | |
| GONZALEZ AFH | \$ 77,831 | \$ 55,621 | \$ 41,716 | \$88,483 | |
| GORDON AFH | \$ 28,884 | \$ 28,387 | \$ 21,290 | \$29,462 | |
| GRACELAND II LLC | \$ 131,167 | \$ 117,909 | \$ 88,432 | \$120,267 | |
| GRONSETH AFH | \$ 38,016 | \$ 38,016 | \$ 28,512 | \$38,784 | |
| HOEFT AFH | \$ 16,704 | \$ 19,195 | \$ 14,396 | \$17,038 | |
| HUSTING AFH | \$ 38,688 | \$ 38,688 | \$ 29,016 | \$39,462 | |
| IANSON AFH | \$ 33,924 | \$ 33,924 | \$ 25,443 | \$34,603 | |
| JAWORSKI AFH | \$ 16,610 | \$ 16,107 | \$ 12,080 | \$18,482 | |
| KAKUK AFH | \$ 26,952 | \$ 26,952 | \$ 20,214 | \$27,491 | |
| KAPLA AFH | \$ 30,300 | \$ 30,300 | \$ 22,725 | \$30,906 | |
| KLECZKA-VOGEL AFH | \$ 70,044 | \$ 91,491 | \$ 68,618 | \$93,382 | |
| KUSKE AFH | \$ 44,052 | \$ 44,052 | \$ 33,039 | \$44,933 | |
| LYDIA'S HOME CARE INC | \$ 52,970 | \$ 57,267 | \$ 42,950 | \$58,412 | |
| MALONE AFH | \$ 69,045 | \$ 44,740 | \$ 33,555 | \$70,418 | |
| MANITOWOC COUNTY HSD | \$ 19,998 | \$ 20,163 | \$ 15,122 | \$20,398 | |
| MARTIN AFH | \$ 13,950 | \$ 11,556 | \$ 8,667 | \$18,972 | |
| MCGARRY AFH | \$ 8,300 | \$ 6,253 | \$ 4,690 | \$15,557 | |
| MCLAREN AFH | \$ 87,144 | \$ 70,912 | \$ 53,184 | \$88,887 | |
| MELOHN AFH | \$ 33,516 | \$ 33,664 | \$ 25,248 | \$33,733 | |
| MEYER AFH | \$ 24,096 | \$ 23,596 | \$ 17,697 | \$25,006 | |

| | | | | | |
|--|--------------|--------------|--------------|-------------|------------------------------|
| MILQUETTE AFH | \$ 18,612 | \$ 18,612 | \$ 13,959 | \$18,984 | |
| NELSON AFH | \$ 74,544 | \$ 73,557 | \$ 55,168 | \$76,035 | |
| NEMETZ AFH | \$ 38,904 | \$ 26,491 | \$ 19,868 | \$39,684 | |
| OCONNOR AFH | \$ 11,790 | \$ - | | \$28,862 | |
| PANTZLAFF AFH | \$ 90,111 | \$ 89,753 | \$ 67,315 | \$94,444 | |
| PARENTEAU AFH | \$ 36,132 | \$ 36,132 | \$ 27,099 | \$36,855 | |
| PENNINGS AFH | \$ 45,437 | \$ 42,404 | \$ 31,803 | \$50,723 | |
| PETERS AFH | \$ 23,076 | \$ 23,076 | \$ 17,307 | \$23,538 | |
| SALDANA AFH | \$ 16,212 | \$ 16,212 | \$ 12,159 | \$16,536 | |
| SANDOVAL AFH | \$ 18,108 | \$ 18,108 | \$ 13,581 | \$18,470 | |
| SCHILLMAN AFH | \$ 19,008 | \$ 19,008 | \$ 14,256 | \$19,388 | |
| SCHNEIDER AFH | \$ 21,924 | \$ 12,901 | \$ 9,676 | \$0 | |
| SEITZ AFH | \$ 40,050 | \$ 21,587 | \$ 16,190 | \$43,207 | |
| SKORCZEWSKI AFH | \$ 19,956 | \$ 19,020 | \$ 14,265 | \$20,355 | |
| SLAUGHT AFH | \$ 56,559 | \$ 56,832 | \$ 42,624 | \$57,969 | |
| STARR/DINGER AFH | \$ 20,784 | \$ 20,784 | \$ 15,588 | \$21,200 | |
| TANZI AFH | \$ 71,503 | \$ 70,832 | \$ 53,124 | \$74,982 | |
| TEDDLETON AFH | \$ 34,416 | \$ 34,416 | \$ 25,812 | \$35,104 | |
| TIPLER AFH | \$ 55,248 | \$ 54,635 | \$ 40,976 | \$56,353 | |
| TREML AFH | \$ 36,174 | \$ 35,856 | \$ 26,892 | \$37,871 | |
| VERBONCOUER AFH | \$ 15,788 | \$ 13,395 | \$ 10,046 | \$18,875 | |
| WALL AFH | \$ 28,296 | \$ 28,296 | \$ 21,222 | \$28,862 | |
| WEYENBERG AFH | \$ 87,150 | \$ 86,864 | \$ 65,148 | \$88,324 | |
| WILLOWCREEK AFH | \$ 23,500 | \$ - | \$ - | \$135,773 | |
| WOODGREEN ESTATES | \$ 157,002 | \$ 110,300 | \$ 82,725 | \$159,698 | |
| ZAMBON AFH | \$ 41,196 | \$ 41,196 | \$ 30,897 | \$42,020 | |
| ZIESMER AFH | \$ 28,695 | \$ 28,755 | \$ 21,566 | \$59,792 | |
| CBRF'S | | | | | |
| ADULT CARE LIVING OF NE WI | \$ 160,464 | \$ 169,361 | \$ 127,021 | \$181,397 | |
| BAIRD HOME | \$ 209,716 | \$ 261,603 | \$ 196,202 | \$287,763 | |
| BIG APPLE DAY CARE & PRESCHOOL | \$ 278,980 | \$ 307,052 | \$ 230,289 | \$313,193 | |
| BIRCH CREEK | \$ 93,040 | \$ 247,456 | \$ 185,592 | \$252,405 | |
| BISHOPS COURT | \$ 213,745 | \$ 608,083 | \$ 456,062 | \$620,245 | |
| BORNEMANN NURSING HOME | \$ 110,744 | \$ 134,324 | \$ 100,743 | \$145,717 | |
| CARE FOR ALL AGES | \$ 325,743 | \$ 288,371 | \$ 216,278 | \$341,658 | |
| CEDAR CREEK CORP | \$ 196,816 | \$ 230,196 | \$ 172,647 | \$260,853 | |
| CENTURY RIDGE, INC. | \$ 78,851 | \$ 149,193 | \$ 111,895 | \$152,177 | |
| COUNTRY HEALTHCARE | \$ 207,732 | \$ 244,275 | \$ 183,206 | \$249,161 | |
| COUNTRY LIVING | \$ 279,873 | \$ 346,848 | \$ 260,136 | \$353,785 | |
| HARBOR SENIOR CONCEPTS, LLC | \$ 1,083,925 | \$ 1,083,023 | \$ 812,267 | \$1,166,910 | |
| HARMONY LIVING CENTERS LLC | \$ 100,875 | \$ 148,643 | \$ 111,482 | \$151,616 | |
| J & DEE INC. | \$ 1,179,521 | \$ 1,426,720 | \$ 1,070,040 | \$1,455,255 | |
| JACKIE NITSCHKE CENTER | \$ 270,337 | \$ 366,244 | \$ 274,683 | \$373,569 | |
| KINDRED HEARTS | \$ 85,170 | \$ 57,195 | \$ 42,896 | \$58,339 | |
| MCCORMICK MEMORIAL HOME | \$ 68,753 | \$ 87,147 | \$ 65,360 | \$98,572 | |
| REBEKAH HAVEN | \$ 60,795 | \$ 32,064 | \$ 24,048 | \$56,777 | |
| WEST CARE TERRACE | \$ 473,894 | \$ 520,864 | \$ 390,648 | \$537,731 | |
| CBRF-OOC | | | | | |
| ASSISTED CARE INC | \$ 85,000 | \$ 47,320 | \$ 35,490 | \$48,740 | |
| BROTOLOC HEALTH CARE SYSTEMS | \$ 998,955 | \$ 1,140,729 | \$ 855,547 | \$1,189,707 | |
| CASA CLARE | \$ 20,000 | \$ 39,219 | \$ 29,414 | \$40,004 | |
| CROSSROADS MENTAL HEALTH SERVICES INC | \$ 29,115 | \$ 29,120 | \$ 21,840 | \$29,994 | |
| DEER PATH ESTATES, INC. | \$ 219,181 | \$ 252,375 | \$ 189,281 | \$259,946 | |
| GERI CARE CABIN LLC | \$ 22,000 | \$ 17,241 | \$ 12,931 | \$33,048 | |
| MOORING PROGRAMS INC | \$ 20,000 | \$ 14,709 | \$ 11,032 | \$15,298 | |
| NOVA COUNSELING SERVICES | \$ 55,000 | \$ 44,035 | \$ 33,026 | \$76,023 | |
| PNUMA HEALTH CARE | \$ 180,000 | \$ 137,455 | \$ 103,091 | \$141,579 | |
| TELLURIAN COMMUNITY INC. | \$ 45,000 | \$ 19,720 | \$ 14,790 | \$48,960 | |
| CCI | | | | | |
| LUTHERAN SOCIAL SERVICES-HOMME | \$ 283,432 | \$ 356,163 | \$ 267,122 | \$249,306 | |
| NORTHWEST PASSAGE VII | \$ 38,638 | \$ 32,411 | \$ 24,308 | \$28,886 | Rate determined by the State |
| OCONOMOWOC TRAINING CENTER | \$ 230,000 | \$ 104,508 | \$ 78,381 | \$131,229 | Rate determined by the State |
| RAWHIDE INC | \$ 39,235 | \$ 7,369 | \$ 5,527 | \$28,809 | Rate determined by the State |
| FOSTER CARE | | | | | |
| AMERICAN FOUNDATION OF COUNSELING SERVICES | \$ 44,192 | \$ 159,907 | \$ 119,930 | \$166,304 | Rate determined by the State |
| CHILD & FAMILY SERVICES OF THE UPPER PENN | \$ 51,030 | \$ 29,435 | \$ 22,076 | \$30,612 | Rate determined by the State |
| CHILDRENS SERVICE SOCIETY | \$ 60,780 | \$ 26,453 | \$ 19,840 | \$27,511 | Rate determined by the State |
| COMMUNITY CARE RESOURCES/PROGRAMS | \$ 54,500 | \$ 56,468 | \$ 42,351 | \$58,727 | Rate determined by the State |
| FAMILY WORKS PROGRAMS INC. | \$ 131,736 | \$ 120,459 | \$ 90,344 | \$125,277 | Rate determined by the State |
| LUTHERAN SOCIAL SERVICES-FAMILY PARTNERSHIP | \$ 344,640 | \$ 322,373 | \$ 241,780 | \$ 335,268 | |
| MISC FOSTER CARE | | | | \$ 600,087 | Rate determined by the State |
| NEW VISIONS TREATMENT HOMES OF WI INC | \$ 30,000 | \$ 55,165 | \$ 41,374 | \$57,372 | Rate determined by the State |
| P.A.T.H. | \$ 150,000 | \$ 72,417 | \$ 54,313 | \$75,314 | Rate determined by the State |
| TEIPNER TREATMENT HOMES | \$ 430,000 | \$ 311,085 | \$ 233,314 | \$323,528 | Rate determined by the State |
| GROUP HOMES | | | | | |
| CANDLELIGHT VISION CORP DBA A BETTER CHOICE GROUP HOME | \$ 60,375 | \$ 78,295 | \$ 58,721 | \$81,427 | Rate determined by the State |
| CHILDRENS SERVICE SOCIETY | \$ 60,780 | \$ 26,453 | \$ 19,840 | \$27,511 | Rate determined by the State |
| CHOICES TO CHANGE INC | \$ 161,000 | \$ 12,603 | \$ 9,452 | \$13,107 | Rate determined by the State |
| CHRISTIAN GROUP HOME | \$ 20,000 | \$ - | \$ - | \$0 | Rate determined by the State |
| ETHAN HOUSE | \$ 200,009 | \$ 101,989 | \$ 76,492 | \$106,069 | Rate determined by the State |

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|---|--------------|--------------|--------------|----|-------------|--|
| MISC. GROUP HOMES | | | | | \$46,886 | Rate determined by the State |
| PRENTICE HOUSE INC | \$ 15,250 | \$ - | \$ - | | \$0 | |
| THRIVE TREATMENT SERVICES | \$ 10,139 | \$ - | \$ - | | \$0 | Rate determined by the State |
| RECEIVING HOMES | | | | | | |
| ANDERSON RECEIVING HOME | \$ 26,650 | \$ 26,651 | \$ 19,988 | | \$27,183 | |
| PIANTEK RECEIVING HOME | \$ 26,650 | \$ 26,651 | \$ 19,988 | | \$27,183 | |
| SCHREIBER RECEIVING HOME | \$ 26,650 | \$ 26,651 | \$ 19,988 | | \$27,183 | |
| WEBER RECEIVING HOME | \$ 26,650 | \$ 26,651 | \$ 19,988 | | \$27,183 | |
| HOME HEALTH AGENCY | | | | | | |
| AT HOME ANGELS(2 contracts) | \$ 218,000 | \$ 358,107 | \$ 268,580 | | \$365,270 | MA Rates |
| CAREGIVERS HOME HEALTH | \$ 22,789 | \$ 12,657 | \$ 9,493 | | \$12,910 | MA Rates |
| COMFORT KEEPERS INC | \$ 263,129 | \$ 182,068 | \$ 136,551 | | \$185,710 | MA Rates |
| COMPANION CARE INC | \$ 152,982 | \$ 109,991 | \$ 82,493 | | \$112,191 | MA Rates |
| CREDIBLE CARE (DBA COMMUNITY HOME CARE) | \$ 18,163 | \$ - | \$ - | | \$0 | MA Rates |
| HOME INSTEAD SENIOR CARE | \$ 354,671 | \$ 456,924 | \$ 342,693 | | \$466,062 | MA Rates |
| INTERIM HEALTHCARE | \$ 5,342 | \$ 16,008 | \$ 12,006 | | \$16,328 | MA Rates |
| INTERIM HEALTHCARE STAFFING | \$ 65,973 | \$ 60,992 | \$ 45,744 | | \$62,213 | MA Rates |
| HOSPITAL | | | | | | |
| ST. MARYS HOSPITAL | \$ 6,400 | \$ 7,112 | \$ 5,334 | | \$7,254 | |
| ST. VINCENT | | | | | | |
| Day Services (0 - 3 Program) | \$ 161,726 | \$ 171,629 | \$ 128,722 | | \$163,200 | |
| Other | \$ 123,434 | \$ 120,992 | \$ 90,744 | | \$123,412 | MA Rates |
| TOTAL | \$ 285,160 | \$ 292,621 | \$ 219,466 | \$ | 286,612 | |
| MISCELLANEOUS | | | | | | |
| AGING & DISAB RESOURCE CENTER OF BC | \$ 4,448,086 | 3,965,471 | \$ 2,974,103 | | \$4,537,048 | |
| AID RESOURCE CENTER OF WISCONSIN | \$ 22,500 | \$ 22,500 | \$ 16,875 | | \$22,500 | |
| ALL ABOUT DREAMS, LLC | \$ 36,356 | \$ 57,621 | \$ 43,216 | | \$58,773 | |
| ASPIRO INC | | | | | | |
| RESPIRE CARE | \$ 230,332 | \$ 175,856 | \$ 131,892 | | \$232,832 | |
| SUPPORTIVE HOME CARE(ROP Program) | \$ 371,033 | \$ 380,097 | \$ 285,073 | | \$395,030 | |
| PREVOCATIONAL SERVICES | \$ 541,112 | \$ 615,900 | \$ 461,925 | | \$644,134 | |
| FAMILY SUPPORT | \$ 158,836 | \$ 153,433 | \$ 115,075 | | \$172,591 | |
| CITIZENS ADVOCACY | \$ 31,107 | \$ 31,107 | \$ 23,330 | | \$31,107 | |
| SUPPORTED EMPLOYMENT | \$ 130,590 | \$ 130,648 | \$ 97,986 | | \$137,427 | |
| DAY SERVICES (0-3) | \$ 241,648 | \$ 294,081 | \$ 220,561 | | \$246,481 | |
| DAY SERVICES (CSC & DAP) | \$ 884,156 | \$ 1,288,137 | \$ 966,103 | | \$1,440,620 | |
| DAILY LIVING SKILLS (POSITIVE PARENT) | \$ 96,693 | \$ 87,127 | \$ 65,345 | | \$89,948 | |
| TOTAL | \$ 2,685,507 | \$ 3,156,387 | \$ 2,367,290 | \$ | 3,390,170 | |
| AUTISM PROVIDERS(MISC) | | | | \$ | 643,321 | |
| BIRTH TO THREE TRANSLATION | | | | \$ | 60,000 | |
| CEREBRAL PALSY INC. | | | | | | |
| SHC | \$ 5,384 | \$ 8,672 | \$ 6,504 | | \$8,845 | |
| PREVOCATIONAL SERVICES | \$ 21,210 | \$ 25,749 | \$ 19,312 | | \$26,264 | |
| SUPPORTED EMPLOYMENT | \$ 25,128 | \$ 25,571 | \$ 19,178 | | \$26,082 | |
| DAY SERVICES | \$ 815,478 | \$ 704,581 | \$ 528,436 | | \$718,673 | |
| DAY SERVICES(0-3) | \$ 239,343 | \$ 321,852 | \$ 241,389 | | \$244,130 | |
| TOTAL | \$ 1,106,543 | \$ 1,086,425 | \$ 814,819 | \$ | 1,023,994 | |
| CLARITY CARE INC | | | | | | |
| CBRF | \$ 1,207,144 | \$ 864,515 | \$ 648,386 | | \$881,805 | |
| DAY SERVICES | \$ 385,087 | \$ 288,187 | \$ 216,140 | | \$293,951 | |
| DAILY LIVING SKILLS | \$ 48,844 | \$ 16,868 | \$ 12,651 | | \$17,205 | |
| SHC | \$ 628,747 | \$ 429,733 | \$ 322,300 | | \$438,328 | |
| ADULT FAMILY HOME | \$ 383,639 | \$ 432,972 | \$ 324,729 | | \$441,631 | |
| TOTAL | \$ 2,653,461 | \$ 2,032,275 | \$ 1,524,206 | \$ | 2,072,920 | |
| COUNTRY KIDS INC | | | | | | |
| CRISIS RESPITE PROGRAM | | | | | \$475,471 | |
| EAST SHORE INDUSTRIES | \$ 47,100 | \$ 66,620 | \$ 49,965 | | \$67,952 | |
| ENCOMPASS CHILD CARE | | | | | | |
| DAY CARE | \$ 69,690 | \$ 126,285 | \$ 94,714 | | \$0 | |
| CRISIS/RESPITE PARENTING | \$ 28,249 | \$ - | | | \$96,085 | |
| RUTH HELF CENTER | \$ 14,925 | \$ 14,925 | \$ 11,194 | | \$15,224 | |
| TOTAL | \$ 112,864 | \$ 141,210 | \$ 105,908 | \$ | 111,309 | |
| FAMILY PLANNING | | | | | | |
| | \$ - | | | \$ | 20,000 | |
| FAMILY SERVICE ASSOCIATION | | | | | | |
| DAILY LIVING SKILLS | \$ 27,466 | \$ 40,224 | \$ 30,168 | | \$41,028 | |
| SUPPORTIVE HOME CARE | \$ 12,120 | \$ - | \$ - | | \$0 | |
| COMING HOME GRANT | \$ 50,000 | \$ - | \$ - | | \$0 | |
| HEALTHY FAMILIES | \$ 555,452 | \$ 555,452 | \$ 416,589 | | \$555,452 | |
| CRISIS INTERVENTION | \$ 759,843 | \$ 759,843 | \$ 569,882 | | \$775,040 | |
| C.C.I. | \$ 880,422 | \$ 226,415 | \$ 169,811 | | \$207,851 | |
| FAMILIES FIRST | \$ 54,075 | \$ - | | | \$0 | |
| SEXUAL ABUSE PROGRAM | \$ 41,404 | \$ 41,404 | \$ 31,053 | | \$41,404 | |
| FRST PROGRAM | \$ 602,082 | \$ 669,645 | \$ 502,234 | | \$438,839 | |
| OUR PLACE CBRF | \$ 440,488 | \$ 455,016 | \$ 341,262 | | \$473,618 | |
| TOTAL | \$ 3,423,352 | \$ 2,747,999 | \$ 2,060,999 | \$ | 2,533,232 | |
| FAMILY TRAINING PROGRAM | | | | | | |
| | \$ 66,432 | \$ 98,725 | \$ 74,044 | | \$100,700 | |
| FAMILY VIOLENCE CENTER | | | | | | |
| | \$ 90,900 | \$ 90,900 | \$ 68,175 | | \$69,796 | *RFP dollars available(\$45450Advocacy,\$24346Shelter) |
| G & I OCHS INC. | | | | | | |
| SUPPORTIVE HOME CARE | \$ 179,608 | \$ 127,403 | \$ 95,552 | | \$129,952 | |
| DAILY LIVING SKILLS | \$ 55,731 | \$ 55,451 | \$ 41,588 | | \$56,560 | |
| CBRF'S | \$ 891,701 | \$ 1,130,585 | \$ 847,939 | | \$1,153,197 | |

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|--|--------------|--------------|--------------|--------------|------------------------------|
| TOTAL | \$ 1,127,040 | \$ 1,313,439 | \$ 985,079 | \$ 1,339,709 | |
| GJT LLC | \$ 62,500 | \$ 62,500 | \$ 46,875 | \$62,500 | |
| GOODWILL INDUSTRIES | \$ 27,477 | \$ 23,116 | \$ 17,337 | \$25,618 | |
| GOODWILL INDUSTRIES DBA BEYOND BOUND(AUTISM) | \$ 234,011 | \$ 288,661 | \$ 216,496 | \$297,244 | |
| GRACYALNY, SUE | \$ 53,120 | \$ - | \$ - | \$60,000 | |
| HANDISHOP INDUSTRIES INC. | \$ 14,534 | \$ 8,776 | \$ 6,582 | \$10,119 | |
| HARDY, KARMA | \$ 5,200 | \$ 1,775 | \$ 1,331 | \$1,811 | |
| HOMES FOR INDEPENDENT LIVING | | | | | |
| SHC | \$ 91,902 | \$ 78,600 | \$ 58,950 | \$80,172 | |
| AFH'S | \$ 1,648,290 | \$ 2,433,401 | \$ 1,825,051 | \$2,482,069 | |
| CBRF'S | \$ 597,365 | \$ 696,008 | \$ 522,006 | \$709,928 | |
| TOTAL | \$ 2,337,557 | \$ 3,208,009 | \$ 2,406,007 | \$ 3,272,169 | |
| HOME VISITATION RFP | \$ - | | | \$ 85,217 | *RFP dollars available |
| IMPROVED LIVING SERVICES | | | | | |
| DAILY LIVING SKILLS | \$ 286,903 | \$ 307,957 | \$ 230,968 | \$314,116 | |
| PREVOCATIONAL SERVICES | \$ 31,298 | \$ 40,651 | \$ 30,488 | \$41,058 | |
| DAY SERVICES | \$ 36,515 | \$ 30,908 | \$ 23,181 | \$31,526 | |
| ADULT FAMILY HOME | \$ 221,925 | \$ 240,311 | \$ 180,233 | \$245,117 | |
| TOTAL | \$ 576,641 | \$ 619,827 | \$ 464,870 | \$ 631,817 | |
| INNOVATIVE COUNSELING(AUTISM) | \$ 173,049 | \$ 70,429 | \$ 52,822 | \$96,733 | |
| INNOVATIVE SERVICES | | | | | |
| SHC | \$ 1,203,815 | \$ 798,967 | \$ 599,225 | \$848,232 | |
| PREVOC SERVICES | \$ 62,400 | \$ 57,035 | \$ 42,776 | \$58,176 | |
| SUPPORTED EMPLOYMENT | \$ 5,000 | \$ 703 | \$ 527 | \$1,000 | |
| ADULT FAMILY HOMES | \$ 4,787,737 | \$ 4,859,299 | \$ 3,644,474 | \$5,127,667 | |
| CBRF'S | \$ 800,500 | \$ 829,200 | \$ 621,900 | \$886,489 | |
| DAY SERVICES | \$ 100,000 | \$ 269,080 | \$ 201,810 | \$271,642 | |
| TOTAL | \$ 6,959,452 | \$ 6,814,283 | \$ 5,110,712 | \$ 7,193,206 | |
| INTEGRATED COMMUNITY SERVICES | | | | | |
| L.I.E.A.P. BENEFIT OPERATIONS | \$ 35,105 | \$ 32,405 | \$ 24,304 | \$39,793 | |
| L.I.E.A.P. GENERAL OPERATIONS | \$ 70,264 | \$ 64,464 | \$ 48,348 | \$83,923 | |
| L.I.E.A.P. OUTREACH | \$ 51,178 | \$ 48,095 | \$ 36,071 | \$51,186 | |
| L.I.E.A.P. CRISIS SERVICES | \$ 145,821 | \$ 134,412 | \$ 100,809 | \$113,054 | |
| TOTAL | \$ 302,368 | \$ 279,376 | \$ 209,532 | \$ 287,956 | |
| KLEIN, DR. (AUTISM) | \$ 695,889 | \$ 555,552 | \$ 416,664 | \$566,663 | |
| LAKESIDE PACKAGING PLUS | \$ 5,641 | \$ 9,584 | \$ 7,188 | \$11,640 | |
| LISKA, JOANN | \$ 3,873 | \$ 4,867 | \$ 3,650 | \$4,964 | |
| LUTHERAN SOCIAL SERVICES | | | | | |
| DAILY LIVING SKILLS | \$ 608,745 | \$ 723,273 | \$ 542,455 | \$737,738 | |
| CBRF | \$ 1,370,778 | \$ 971,580 | \$ 728,685 | \$1,339,330 | |
| DIVERSION | \$ 551,363 | \$ 551,363 | \$ 413,522 | \$562,390 | |
| PAYEE SERVICES | \$ 27,000 | \$ 29,676 | \$ 22,257 | \$35,539 | |
| FOSTER CARE | \$ 20,000 | \$ 1,948 | \$ 1,461 | \$0 | Rate determined by the State |
| TOTAL | \$ 2,577,886 | \$ 2,277,840 | \$ 1,708,380 | \$ 2,674,997 | |
| MACHT VILLAGE PROGRAMS INC | \$ 1,136,250 | \$ 1,187,980 | \$ 890,985 | \$1,158,975 | |
| MANSFIELD MORaine RIDGE | \$ 3,388 | \$ 2,685 | \$ 2,014 | \$4,709 | |
| MY BROTHERS KEEPER | \$ 25,000 | \$ 34,056 | \$ 25,542 | \$34,737 | |
| NEWCAP INC. | \$ 15,000 | \$ 7,167 | \$ 5,375 | \$7,752 | |
| NEIGHBORHOOD DEVELOPMENT RFP | \$ - | | | \$40,000 | *RFP dollars available |
| NEW COMMUNITY CLINIC | \$ 15,944 | \$ 9,772 | \$ 7,329 | \$5,000 | |
| NEW COMMUNITY SHELTER* | \$ 40,804 | \$ 40,804 | \$ 30,603 | \$0 | *RFP dollars available |
| N.E.W. CURATIVE REHABILITATION CENTER | | | | | |
| ADULT DAY CARE | \$ 381,105 | \$ 330,272 | \$ 247,704 | \$374,370 | |
| SUPPORTED HOME CARE | \$ 125,287 | \$ 163,861 | \$ 122,896 | \$167,138 | |
| WRAPAROUND SERVICES | \$ - | \$ 252,673 | \$ 189,505 | \$244,800 | |
| PREVOCATIONAL SERVICES | \$ 309,835 | \$ 315,861 | \$ 236,896 | \$322,178 | |
| DAILY LIVING SKILLS | \$ 53,604 | \$ 46,413 | \$ 34,810 | \$47,341 | |
| OAP MEALS | \$ 13,500 | \$ - | | \$13,770 | |
| REC/ALTERNATIVE ACTIVITIES | \$ 12,039 | \$ 12,527 | \$ 9,395 | \$14,688 | |
| COUNSELING/THERAPY SERVICES | \$ 2,127 | \$ 1,232 | \$ 924 | \$4,749 | |
| SUPPORTED EMPLOYMENT | \$ 18,233 | \$ 10,523 | \$ 7,892 | \$12,240 | |
| DAY SERVICES(706) | \$ 210,006 | \$ 202,764 | \$ 152,073 | \$206,819 | |
| TOTAL | \$ 1,125,736 | \$ 1,336,127 | \$ 1,002,095 | \$ 1,408,093 | |
| NORTHERN VALLEY INC | \$ 2,949 | \$ 3,071 | \$ 2,303 | \$3,163 | |
| PARAGON INDUSTRIES | \$ 344,255 | \$ 348,724 | \$ 261,543 | \$355,699 | |
| PATIL, DR. | \$ 65,933 | \$ 65,933 | \$ 49,450 | \$69,229 | |
| PRODUCTIVE LIVING SERVICES | | | | | |
| ADULT FAMILY HOME | | \$ 292,508 | \$ 219,381 | \$298,359 | |
| CBRF | | \$ 400,045 | \$ 300,034 | \$412,046 | |
| TOTAL | \$ 547,648 | \$ 692,553 | \$ 519,415 | \$ 710,405 | |
| REHAB RESOURCES | \$ 163,843 | \$ 173,060 | \$ 129,795 | \$184,853 | |
| REM-WISCONSIN II, INC. | | | | | |
| DAILY LIVING SKILLS | \$ 273,741 | \$ 278,360 | \$ 208,770 | \$283,927 | |
| SHC | \$ 698,114 | \$ 423,092 | \$ 317,319 | \$210,500 | |
| ADULT FAMILY HOME | \$ 1,483,862 | \$ 2,031,348 | \$ 1,523,511 | \$2,071,975 | |
| TOTAL | \$ 2,455,717 | \$ 2,732,800 | \$ 2,049,600 | \$ 2,566,402 | |
| RESTITUTION RFP | \$ - | \$ - | \$ - | \$ 100,000 | *RFP dollars available |
| SCHAUMBERG, LAURIE | \$ 12,000 | \$ 12,599 | \$ 9,449 | \$12,851 | |
| SHELTER SERVICES(VENDOR TBD THROUGH RFP) | | \$ - | | \$55,804 | *RFP dollars available |
| TREMPEALEAU CO HEALTH CARE | \$ 370,000 | \$ 85,076 | \$ 63,807 | \$104,527 | |
| VALLEY PACKAGING INC. | \$ 25,035 | \$ 27,917 | \$ 20,938 | \$28,755 | |
| VAN DRIVER | \$ - | \$ - | \$ - | \$30,000 | |

| | | | | |
|--------------------------------|---------------------|----------------------|---------------------|---------------------|
| VARC, INC | \$ 2,700 | \$ 4,427 | \$ 3,320 | \$7,830 |
| VILLA HOPE ** | | | | |
| SHC | \$ 240,877 | \$ 355,373 | \$ 266,530 | \$480,295 |
| HOUSING ASSISTANCE | \$ 13,215 | \$ 3,680 | \$ 2,760 | \$3,712 |
| DAILY LIVING SKILLS | \$ 18,039 | \$ 40,479 | \$ 30,359 | \$41,289 |
| CBRF | \$ 94,160 | \$ 185,635 | \$ 139,226 | \$189,348 |
| CSP PROGRAM | \$ 700,391 | \$ 703,672 | \$ 527,754 | \$718,543 |
| TOTAL | \$ 1,066,682 | \$ 1,288,839 | \$ 966,629 | \$ 1,433,187 |
| WAUSAUKEE ENTERPRISES | \$ 9,000 | \$ 8,461 | \$ 6,346 | \$8,715 |
| WISCONSIN EARLY AUTISM PROJECT | \$ 837,052 | \$ 591,757 | \$ 443,818 | \$603,077 |
| WITT, JULIA | \$ 15,000 | \$ 4,680 | \$ 3,510 | \$15,300 |
| YWCA | \$ 75,000 | \$ 75,000 | \$ 56,250 | \$0 |
| INPATIENT SERVICES | | | | \$1,797,527 |
| TRANSPORTATION | | | | |
| A-1 MEDI MOBILE | \$ 36,069 | \$ 35,709 | \$ 26,782 | \$39,691 |
| LAMERS BUS LINES, INC. | \$ 437,643 | \$ 498,253 | \$ 373,690 | \$563,026 |
| MEDI-VANS | \$ 164,110 | \$ 196,267 | \$ 147,200 | \$186,639 |
| CLIENT CONTRIBUTIONS | | | | (\$3,002,601) |
| NON-CONTRACTED SERVICES | | | | \$3,954,209 |
| TOTAL H.S. DEPT | \$54,535,079 | \$ 55,170,257 | \$41,377,768 | \$60,880,654 |

MENTAL HEALTH CENTER

| | | | | | |
|----------------------------------|-------------------|-------------------|-------------------|--------------------|----------------------------------|
| BELLIN HOSPITAL | | | | \$13,550 | Lab tests |
| BROWN COUNTY FACILITIES MGMT | | | | \$1,269,988 | Housekeeping/laundry/maintenance |
| BROWN COUNTY FACILITIES MGMT | | | | \$100,929 | Laundry at MHC |
| CHAPLAIN BATIANSILA | | | | \$1,300 | Pastoral services |
| COZZINI BROTHERS | | | | \$384 | Blade sharpening |
| DAY SERVICE PROVIDER | | | | \$25,000 | Day Services for clients |
| FYI HEALTH SERVICES(SOURCECORP) | | | | \$3,500 | Microfiche services |
| IVANS | | | | \$1,000 | Bill processing |
| KEANE, INC | | | | \$5,000 | Billing system services |
| LAMERS BUS LINES, INC. | | | | \$200 | Client transportation |
| NEW CURATIVE | | | | \$8,000 | PT & OT |
| N.W.T.C. | | | | \$3,000 | CPR Training |
| NURSE PRACTITIONER | | | | \$3,240 | Restraint/Seclusion coverage |
| PAYERPATH | | | | \$4,000 | Bill processing |
| PHYSICIAN CONTRACT | | | | \$1,350 | Utilization Review |
| PIESCHEK PROTECTIVE SERVICES | | | | \$35,000 | Night time security |
| PREVEA | | | | \$143,000 | Medical Doctor coverage |
| PREVEA | | | | \$38,000 | On-call coverage |
| TEMPORARY REPLACEMENT HELP | | | | \$420,000 | |
| TOTAL MHC CONTRACTS | \$0 | \$0 | \$0 | \$2,076,441 | |
| TOTAL H.S. DEPT & MHC | 54,535,079 | 55,170,257 | 41,377,768 | 62,957,095 | |

**The above stated figures represent an estimated amount of expenditure / revenue regarding impacted Purchase of Service Contracts under §46.036 Wis.Stats. All figures above mentioned are subject to amendment in actual accounting due to negotiations, inc

A motion was made by Supervisor De Wane and seconded by Supervisor La Violette “**to adopt the contracts for 2007**”. Voice vote taken. Motion carried unanimously with no abstentions. Supervisor Evans requested that items 2a thru 2d be voted on separately.

No. 2a -- PURCHASE-OF-SERVICE CONTRACT**PURCHASE-OF-SERVICE CONTRACT****I. PARTIES**

This contract is made and entered into this , by and between Brown County Human Services Department, hereinafter referred to as Purchaser, and , hereinafter referred to as Provider.

The Contract period is from .

In consideration of the mutual covenants contained herein, it is hereby agreed as follows:

II. CONTACT PERSONS AND CONTRACT ADMINISTRATORS

Purchaser's employee responsible for administration of this contract will be Jill Rowland, Contract and Provider Relations Unit Coordinator, whose principal business address is P.O. Box 22188, Green Bay, WI 54305-2188. Provider's employee responsible for administration of this contract will be , whose principal business address is . In the event that the Contract and Provider Relations Unit Coordinator is unable to administer this contract, the Purchaser will contact the Provider in writing and designate a new contract administrator.

III. SERVICES TO BE PROVIDED

Subject to the terms and conditions set forth in the State/ County contract for Social and Community Programs, and the Summary Sheet attached hereto, Purchaser agrees to purchase for, and Provider agrees to provide to, eligible clients the services as described in detail in the Contract Summary Sheet and related attachments.

Payments for services covered by this contract shall be based on allowable costs with limited profit or reserve. Monthly payments will be made as noted on the Contract Summary Sheet and in accordance with the "order of payment" requirements for the funding program. Final settlement of the contract will be based on audit review and resolution. If a payment is to be made to the Purchaser, a letter will be sent regarding the audit settlement.

IV. RENEGOTIATION

This contract or any part thereof may be renegotiated in the case of:

- A. Changes required by Federal law or regulations or court action; or
- B. Changes required by the Purchaser; or
- C. Participation in this Contract is conditional upon, and subject to, necessary annual appropriations by the County Board of Supervisors to implement the terms and obligations set forth herein. As such, the Purchaser retains the right to renegotiate the terms of this contract to reflect determinations made by the Brown County Board of Supervisors, which impacts the funds available for this Contract.

V. BILLING AND COLLECTION PROCEDURES

- A. The Provider shall, where applicable, charge a uniform schedule of fees as defined in s.46.03 (18), Wisconsin Statutes, unless waived by the Purchaser, with written approval of the Department of Health and Family Services.
- B. The billing and collection effort of Provider may be limited at the discretion of Provider to the submission of not more than three statements to the client's responsible party or the processing of their third-party payment claim forms. Although Provider may, at its discretion, use more extensive billing and collection procedures, Provider shall not be obligated to institute suit to collect sums due nor to undertake any other collection procedure with respect to third-party payment sources or the client. The procedures used by the Provider shall comply with the provisions of Wisconsin Administrative Code HFS 1.01-1.06.
- C. Providers are responsible for obtaining consent to access third party payment sources, if applicable, such as Medical Assistance, private insurance, or any other third party funding.

All approved program services shall be defined in a written authorization from the Purchaser regardless of payment source.

The Provider will bill third party payment sources such as Medical Assistance, private insurance at the usual and customary rates and will retain collections made for services provided. Acceptance of MA assignment for allowable services on behalf of eligible children shall constitute payment in full and no further supplementation of reimbursements shall be made by the Purchaser. Any private insurance collections received shall offset charges submitted to the Purchaser and net payments will be made by the Purchaser up to the approved contracted rate.

The Provider will be responsible for monitoring eligibility for third-party payment sources and for reporting any changes affecting third party payments promptly.

- D. The Provider shall, upon written request of the Purchaser, submit monthly operational statements indicating actual expenses using an accrual or modified accrual reporting format approved by the Purchaser.
- E. **The Provider shall submit a budget for services purchased under this Contract. All line item transfers that are greater than 10% of that particular line item and are over \$2,000, must receive approval from the Purchaser. Some lines on the budget form should not be used for the transfer request. We will not allow salaries, fringe benefits or indirect expenses to be reduced unless it is a special circumstance. Transfer requests must be made in writing. Transfer requests need to be made when the expenditures occur or are anticipated to occur. Requests should be made during the second or third quarter of the current contract period unless it is a one-time unanticipated expenditure. The Purchaser will respond, in writing to Providers' request for line item transfers within 30 days. If the transfer request is approved a revised budget will need to be submitted to the Purchaser as well as the Provider's audit firm. The revised budget will need to be used to complete the budget to actual report in the audit.**

If your line item transfer is under \$2,000, a revised budget with a cover letter will need to be submitted to the Purchaser as well as the Provider's audit firm. The revised budget should be submitted when the expenditures occur or are anticipated to occur.

All line item transfer requests or revised budgets should be submitted by January 30th of the following year. If transfer requests cannot be made before the deadline, please send a request for an extension.

If this procedure is not followed, expenditures above the 10% threshold may be disallowed.

- F. The Provider shall not be reimbursed based on planned or budgeted costs for services, during the start-up process of a contract, when the planned or budgeted services are not provided during the contract period because of delays caused by the Provider.

VI. ADMINISTRATIVE COMPLIANCE REQUIREMENTS

- A. Provider shall comply with the reporting requirements of Purchaser:

Invoice. Provider shall by the 5th day of the following month, submit an invoice to Purchaser covering services rendered to eligible clients during the previous month. Please refer to Invoice Attachment for specific instructions. The invoice may be adjusted or an alternative may be submitted with written approval of the Purchaser.

1. Invoices shall be submitted by the 5th day of the following month to:

- Invoices shall be sent to: LTS Clerk, BCHSD, P.O. Box 22188, Green Bay, WI. 54305-2188.

2. Medical Assistance (MA) Personal Care logs shall be submitted by the 5th day of the following month.

- Invoices and Personal Care logs shall be sent to: Clerk III, BCHSD, P.O. Box 22188, Green Bay, WI. 54305-2188.

3. Medical Assistance Case Management logs shall be submitted by the 5th day of the following month.

- MA Case Management logs shall be sent directly to: Billing Supervisor, Brown County Mental Health Center, 2900 St. Anthony Dr., Green Bay, Wisconsin 54311.
- If a Provider has a question regarding MA Case Management, please contact the Billing Supervisor at (920) 391-4740.

4. MA Crisis Billing logs shall be submitted by the 5th day of the following month.

- MA Crisis logs shall be sent to : Billing Supervisor, Brown County Mental Health Center, 2900 St. Anthony Dr., Green Bay, Wisconsin 54311.
- If a Provider has a question regarding MA Crisis Billing logs, please contact the Billing Supervisor at (920) 391-4740.

5. When applicable, CCS logs shall be submitted by the 5th day of the following month. **Please see CCS attachment for instructions.**

- If a Provider has a question regarding MA CCS, please contact the Billing Supervisor at (920) 391-4740.
- If a client goes to the hospital or nursing home, it must be reported within 24 hours. Please call (920)448-4440 and leave your information on the voice mail. The information required is:

Your Name
Your Company Name
Your Phone Number
Client Name
Client Case Manager's Name
Name of Hospital or Nursing Home
Client Admittance Date to Hospital or Nursing Home

- B. Payment. Purchaser shall within thirty (30) days upon receipt of **approved** invoice make payment in full for all purchased services rendered to authorized and eligible clients subject to audit and adjustment by Purchaser before and after such payment is made.

- **Providers that have questions regarding payments may contact: Long Term Support Accounts Payable Supervisor at (920) 448-6004.**

- C. All billings for this contract period shall be postmarked by the Purchaser no later than January 30 of the following year. Delinquent billings from this date forward will not be paid by the Purchaser.

- D. Any provider that is not a C Corporation, which would include Sole Proprietorships, Partnerships, S Corporations and Limited Liability Corporations, shall retain a 5 percent net equity before draws can be taken on the business unless approved by the Brown County Human Services Department. This applies to Brown County majority interest contracts only.

- E. If the Provider requests an advance payment in excess of \$10,000, the Provider agrees to supply a Surety Bond per s.46.036 (3) (f), Wis. Stats. The Surety Bond must be for an amount equal to the amount of the advance payment applied for. The advance is considered a loan. The Provider shall set up as a debit to cash and a liability on the Provider's balance sheet.

- F. Except as permitted by s46.036 (5m), Purchaser shall adjust funds paid to Provider in excess of the allowable costs identified in this Contract for each standard program provided. Funds paid in excess of said allowable profit and/or Purchaser-approved expenses for each standard program shall be recovered from the Provider from subsequent payments made to the Provider or after the Purchaser's review of the Provider's audit. The allowable cost of standard programs shall be determined pursuant to the Department of Health and Family Services' Accounting Principles and Allowable Cost Policies Manual.

Please refer to the following website for specific instructions: (<http://www.dhfs.state.wi.us/grants/Administration/ACPM.HTM>)

Wherein permissive language of said principles and policies shall be negotiated between Purchaser and Provider after review of the Provider's audit. Expenditures shall follow guidelines in the Allowable Cost Policy Manual.

- G. This contract shall not be assignable without the *written consent* of the parties, including without exception sale of provider's business entity, transfer of business entity through testate or legal decree, or through this dissolution of the business entity.

- H. The Provider, depending upon business structure may be eligible for either a profit or a reserve allowance. The Purchaser's policies regarding profit and reserves are referenced in the attachment Profit and Reserve Limits.

- I. The Provider shall use either an accrual or modified accrual reporting format that meets GAAP and generally accepted guidelines for non-profit organizations.

- J. The Provider shall provide the Purchaser with written notice no less than fourteen (14) days prior to using any sub-contractors to perform material duties assigned under this Contract. The Purchaser reserves the right to reject the use of any sub-contractor proposed by the Provider. At all times said sub-contractor remains under the same standard of responsibility as the Provider. The Provider is solely liable for the actions of the sub-contractor, and Purchaser is hereafter held harmless for the actions taken by the sub-contractor and Provider.
- K. Provider shall submit its agency-wide Cost Allocation Plan and an agency-wide Indirect Cost Plan. These plans shall be in accordance with the requirements of the applicable federal cost principles and must be reviewed by the Provider's independent auditor as part of the annual audit.

VII. PROVIDER RESPONSIBILITIES

Provider and its subsidiaries associated with this Contract agree to meet State and Federal service standards and applicable state licensure and certification requirements as expressed by State and Federal rules and regulations applicable to the services covered herein and to notify Purchaser immediately of any and all changes in status.

A. Rate/Reimbursement:

- 1. Cooperate with the Purchaser in establishing costs for reimbursement purposes.

The Purchaser shall not reimburse for services provided to a client which are not prior authorized.

- 2. Provider must submit rate calculation to the Human Services Department for each Medical Assistance Service they are providing. They must document the calculation using their approved Brown County budget cost as a basis for arriving at the billable rate. This calculation must be returned to the contract area when the budget is due.

Please reference the Wisconsin WIMCR Cost Manual for the process for calculating the medical assistance rates. This is the same calculation for establishing MA billing rates. The internet site that is referenced in the manual is not available to providers; however, the Excel spreadsheet is used in place of the internet software.

Example of Excel spreadsheet is included with the manual for reference of how rates should be calculated.

B. Audit:

- 1. (a) When a contract is less than \$300,000 in Federal, County, or State funds and the Purchaser does not have a majority interest in the organization (more than 50 percent of either residential beds or projected/actual revenues), the Provider shall arrange for an independent financial and compliance audit which meets the guidelines identified in subsection C. The cost of the audit shall be included within the indirect expenses of its operational budget; i.e., the audit cost is found within the unit cost of services. Unless otherwise indicated, the Provider shall have an agency-wide audit.
- (b) When a contract is less than \$300,000 in any combination of either Federal, County or State funds and the Purchaser has a majority interest in the organization, the Purchaser shall direct the Provider to an accounting firm authorized by the Purchaser for the provision of an independent financial and compliance audit. The audit cost will be paid directly to the accounting firm by the Purchaser unless it is included in the budget. In lieu of other Purchaser stipulations, an agency-wide audit shall be performed.
- (c) If a contract is between \$300,001 and \$499,999, the Provider shall directly pay for the audit. Unless otherwise indicated, the Provider shall have an agency-wide audit.
- (d) When a contract exceeds \$500,000 in Federal funds, an independent financial and compliance audit must be completed in accordance with the Provider Agency Audit Guide and OMB Circular A-133. The Provider shall directly pay for the audit. Unless otherwise indicated, the Provider shall have an agency-wide audit.
- 2. Independent financial and compliance audits shall be completed pursuant to the following guidelines:
 - a. A-133 does not apply to group homes, RCAC's, CBRF's and adult family homes due to the fact that residential services constitutes a vendor relationship not a subrecipient per OMB Circular A-133, Appendix C, of the Provider Agency Audit Guidelines.
 - b. Governmental Units: Audits must be completed pursuant to the State Single Audit Guidelines, and if the governmental unit expends more than \$500,000 annually in federal financial assistance, to federal OMB Circular A-133.
 - c. Non-Profit Agencies and Institutions: Audits must be completed pursuant to the Provider Agency Audit Guide, and if the vendor expends more than \$500,000 annually in federal financial assistance, to OMB Circular A-133 for the distinction between vendors and sub recipients.
 - d. For-Profit Agencies: Audits shall be completed pursuant to the Purchaser's contract language and the Department's Provider Agency Audit Guide which incorporates the requirements of Government Auditing Standards.
 - e. All audits shall be in accordance with the Provider Agency Audit Guide and the State of Wisconsin Allowable Cost Policy Manual website (www.dhfs.state.wi.us/grants).
- 3. The Purchaser is held harmless for all noncompliance related findings via its own audit or those conducted by the State of Wisconsin, Bureau of Health Care Financing, or related entities.

Provider shall authorize its auditor to provide access to all work papers, reports, and other materials generated during the audit to the appropriate representatives of the Purchaser. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.

In the event that the Provider fails to have an appropriate audit performed or fails to provide a complete audit report to the Purchaser within the specified time frames, the Purchaser may, at its discretion:

- a. Conduct an audit or arrange for an independent audit of the Purchaser and charge the cost of completing the audit to the Provider.
- b. Charge the Provider for all loss of Federal or State aid or for penalties assessed to the Purchaser because the Provider did not submit a complete audit report within the required time frame.
- c. Disallow the cost of audits that do not meet these requirements.
- d. Withhold payment, cancel the contract or take other actions deemed by the Purchaser to be necessary to protect the Purchaser's best interests.

The Provider agrees to deliver to the Purchaser one copy of the resultant audit report within thirty (30) days of its receipt by the Provider but no later than one hundred eighty (180) days after the completion of the Provider's fiscal year.

The Purchaser will initiate resolution of the audit findings with the Provider pursuant to the Audit Resolution Policies developed by the Purchaser.

- a. The Purchaser will provide notice to the Provider within ninety (90) days whether or not the audit meets the requirements of the Purchaser's audit guidelines.
- b. Such notification will signify the Purchaser's initiation of procedures to resolve the findings of the audit.
- c. Within sixty (60) days of receipt of the acceptance letter by the Provider, the Provider shall contact the agent for the Purchaser in writing and indicate one of the following.
 1. That the Provider accepts the findings of the audit, and consents to the reconciliation of the audit pursuant to the Purchaser's guidelines.
 2. That the Provider accepts the findings of the audit, and wish to commence negotiations for the reconciliation of the audit.
 3. The Provider wishes to contest the findings of the audit, and requests a meeting with the Purchaser's agent to formally raise the objection. Failure of the Provider to respond in writing to the Purchaser will be construed as acceptance of the audit findings and reconciliation will commence as prescribed by the Purchaser's guidelines.

The Provider will remit payment to the Purchaser based on audit resolution/findings within 30 days of final notification.

C. Service:

1. Provide court testimony in competency and elder abuse/neglect in matters related to clients being served.
2. The Provider shall actively participate in all surveys requested by the Purchaser. Said surveys include: Quality Assurance, Health/Safety, and Client Satisfaction Surveys.
3. The Purchaser and Provider agree that the protection of the clients served is paramount to the intent of this Contract. In order to protect the clients served, the Provider shall comply with the provisions of HFS 12, Wis. Administrative Code. (<http://www.legis.state.wi.us/rsb/code/index.html>)

The Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for the Purchaser under this Contract if such employee has actual, direct contact with the clients of the Purchaser. The Provider shall retain in its personnel files all pertinent information to include a Background Information disclosure Form and/or search results from the Department of Justice and caregiver registry, as well as out of state records, tribal court proceedings and military records, if applicable.

After the initial background check, the Provider must conduct a new background search as indicated above every four years, or at any time within that period when the Provider has reason to believe a new check should be obtained.

The Provider shall maintain the results of background checks on its own premises for at least seven years. The Purchaser may audit the Provider's personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Manual, <http://www.dhfs.state.wi.us/caregiver/publications/CgvrProgMan.htm>

If any employee has been charged with or convicted of any crime specified in HFS 12.07(2), the Provider shall notify the Purchaser via registered mail within one business day of learning of said charge.

4. **In order to facilitate maximum safety for Brown County consumers of the Human Services Department and to insure that all parties are aware of potential issues regarding such safety; the Provider assures that their program statement is and will remain reflective of consumer populations and needs served. In addition, through the below stated conditions, the Provider assures that the health and safety of all residents shall be protected;**

As of date of execution of this agreement, the parties consent to the following;

- a. **The Provider shall perform the reasonable and appropriate background checks on all consumers of their services to the degree necessary to assure that the health and safety of all residents shall be protected;**
- b. **The Provider agrees to notify the purchaser when persons served or admissions projected may pose threats to the health and safety of any purchaser sponsored resident;**
- c. **The Purchaser reserves the right to notice of any individual placed with an individual referenced under this agreement, who it is discovered has been convicted of any of the following;**
 - i. Any felony under Wisconsin Statutes;
 - ii. Any misdemeanor which includes violence;
 - iii. Any conviction of an offense against a child;
 - iv. Any conviction of the offense of sexual assault or indecency;

- d. **The Provider shall notify the Purchaser's designated agent for the consumer affected,**

1. **Upon receipt of such report, the Purchaser reserves the right to make requests of the Provider to make such accommodations as determined necessary to protect the safety of the Brown County consumer;**
2. **If unable to make such accommodations, the Purchaser reserves the right remove the consumer from the facility, and if necessary terminate the contract;**

5. Residential providers that are not designated protective payees, yet receive funds for client personal allowances shall be in compliance with the contract requirements related to the management and monitoring of said funds. Please refer to the Client Personal Funds Account attachment.
6. **Providers licensed or certified to provide services in Brown County assure that inter-county agreements will be obtained and enforced on behalf of any residents served from other counties.**

VIII. CONFLICT OF INTEREST

The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of, being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

IX. DEBARMENT AND SUSPENSION

The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the Purchaser within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency. The Purchaser may consider suspension or debarment to be cause for implementing a high risk contract provision, or for revising or terminating the contract.

X. DEPRECIATION

See *Allowable Cost Policy Manual* for determination of what are acceptable depreciable items.

XI. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICES

The Provider shall provide services only to individuals who are eligible for services. The Provider and Purchaser agree that the eligibility of individuals to receive the services to be purchased under this Contract from the Provider shall be determined by the Purchaser unless said determination authority is explicitly waived by the Purchaser.

XII. RECORDS

- A. Provider shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. The Provider shall be in compliance with federal regulations under Title 42, Wisconsin Statute 51.30, and Administrative Rule HFS 90.00, relating to confidentiality of client information, client identities, and treatment record retention (HFS 92.12).
- B. Until the expiration of seven years after the furnishing of the services provided under this contract, Provider will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If Provider carries out the duties of the contract through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.
- C. Provider will allow inspection of records and programs insofar as it is permitted by state and federal law by representatives of Purchaser, the Department of Health and Family Services and its authorized agents, and federal agencies in order to confirm Provider's compliance with the specifications of this contract.
- D. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

XIII. INDEMNITY AND INSURANCE

Provider agrees that it shall at all times during the existence of this Contract indemnify, defend and hold harmless Purchaser, Brown County and its agents, officers, and employees, against any and all loss, damages, and costs or expenses which Purchaser may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from Provider's acts or omissions while a Provider under this agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Purchaser, notwithstanding, Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Provider agrees that, in order to protect itself as well as Purchaser, Brown County and its agents, officers, and employees, under the indemnity provision set forth in the above paragraph, Provider shall at all times during the terms of this Contract keep in force such insurance as specified below issued by a company authorized to do business in the State of Wisconsin.

Insurance

Provider shall provide and maintain during the term of this agreement, the following insurance policies covering its operations hereunder. Such insurance shall be provided by insurer(s) authorized to conduct business in the State of Wisconsin.

The Provider shall submit a certificate of insurance that identifies the minimum requirements listed below. Subcontractors of the Provider shall also be in compliance with this requirement, including but not limited to, the submittal of a Certificate of Insurance kept by the Provider.

| <u>Coverage</u> | <u>Amount</u> |
|--|---|
| Worker's Compensation | Statutory Limits Apply |
| | General \$100,000 |
| | Construction \$500,000 |
| General Liability | Each Occurrence Not Less than \$1,000,000 |
| Commercial General Liability | Personal Injury Not Less than \$1,000,000 |
| | General Aggregate Not Less than \$2,000,000 |
| | *(Could also include medical expense, damage to rented premises and products) |
| Automobile Liability (All Owned, Hired and Non-Owned) | Combined Single Limit Not Less than \$1,000,000 |
| Professional Liability (when applicable) | Each Occurrence Not Less than \$1,000,000 |

Proof of Insurance

Provider shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the Purchaser and it

shall specify the name of the Contract or project covered. The Certificate of Insurance shall be delivered to the Owner, with a copy of the Certificate of Insurance to be delivered to the Purchaser for approval prior to the execution of this contract. Upon renewal of the required insurance and annually thereafter, the Purchaser shall receive a new Certificate of Insurance.

Insurance policy and limits identified by way of the Contract may be waived by the Purchaser. The Provider may appeal said policy and limits requirements only prior to both the signing of the Contract and actual provision of contracted services, by initiating the Purchaser's waiver-appeal process. This process is limited to traditional adult family home providers and receiving homes with an operating budget of \$100,000 or less.

XIV. CIVIL RIGHTS COMPLIANCE

The Provider shall comply with the requirements of the current Civil Rights Compliance (CRC) plan, which is on line at: http://dwd.wisconsin.gov/dws/civil_rights/plans_instructions.htm

A CRC Plan is required of any recipient who has 25 or more employees in their agency and receives \$25,000 or more in total government funding; or a CRC Letter of Assurance is required of any recipient who has fewer than 25 employees in their agency and/or receives less than \$25,000 in total government funding.

If the Provider files a Plan with the State of Wisconsin, it shall submit to the Purchaser, the Cover Page of the manual. At the top of the Cover Page, the Provider shall write "Filed with the State of Wisconsin" and the date filed with the State of Wisconsin.

Provider agrees to comply with monitoring reviews by the county and/or State of Wisconsin, including the examination of records and relevant files maintained by the Provider, as well as interviews with staff, clients, applicants for services, subcontractors, and referral agencies.

Provider agrees to cooperate with the county and/or State of Wisconsin in developing, implementing, and monitoring corrective action plans that result from complaint investigations or other monitoring efforts.

XV. CLIENT RIGHTS AND GRIEVANCES

The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and the Purchaser. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or her rights and the grievance procedure. The Provider shall post the client rights and the grievance procedure in an area readily available to clients and staff of the Program.

The Provider shall give the Purchaser a written report for each grievance that is filed in writing against the Provider by any Purchaser-funded client or their guardian. The Provider shall deliver these reports to the Purchaser within 5 business days of the Provider's receipt of the grievance. The Provider shall also inform the Purchaser in writing of the resolution of each grievance within 5 working days of the grievance resolution.

XVI. CRITICAL INCIDENT REPORTING

Provider shall comply with the consumer rights listed within Wisconsin Statute 51.61 consumer grievance procedures listed within HFS 94 Wisconsin Administrative Code, and the requirements listed under Wisconsin Caregiver Law (Chapter 50). The Provider shall assure that reasonable steps are taken to prevent consumer critical incidents from occurring, that all critical incidents are reported when they occur, and that thorough investigations and plans of correction are pursued in accordance with the Purchaser's Critical Incident Reporting policies and procedures and any applicable regulations of the Department of Health and Family Services.

The Provider acknowledges that the Purchaser has provided a copy of its Critical Incident Policy. The Critical Incident Policy is a compliance reporting requirement for the purposes of this Contract.

XVII. CONTRACT REVISIONS AND/OR TERMINATIONS

- A. Failure to comply with any part of this Contract may be considered cause for revision, suspension of payments, or termination by the Purchaser.
- B. Provider shall notify Purchaser 45 days prior to whenever it is determined to be unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this Contract.
- C. Notwithstanding any other provision of this Contract to the contrary, either party may terminate this Contract, with or without cause, at any time by giving to the other party ninety (90) days written notice of its intent to cancel.
- D. Amendments to this Contract shall be agreed to by Purchaser and Provider by means of an addendum signed by the authorized representatives of both parties.
- E. The violation by either party of any State, Federal, or local law, or the cancellation of the Federal, State, and/or County funding upon which Purchaser relies to fulfill its obligation under this Contract shall be deemed grounds for immediate termination by either party with written notice.
- F. In the event that the execution of any duties under this contract shall require additional or supplement agreements directly between the Provider and Purchaser or between the Provider and any units or departments of the Purchaser, such agreements, memorandums of understanding, or supplemental materials shall be deemed incorporated herein, only after execution by Provider and authorized representative of the Purchaser, and upon delivery of such document to the Purchaser's contract administrator. Any supplemental or additional agreements not written, executed and delivered to the contract administrator shall not be inclusive in this contract and shall not be subject to the protection of this agreement.

XVIII. RESOLUTION OF DISPUTES

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the Contract subject to an appeal via Chapter 68, Wisconsin Statutes.

XIX. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the Department of Health and Family Services shall serve to terminate this Contract except as further agreed to by the parties hereto.
- B. Nothing contained in this Contract shall be construed to supersede the lawful powers and duties of either party.
- C. It is understood and agreed that the entire Contract between the parties is contained herein except for those matters incorporated herein by reference and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XX. REPORTING REQUIREMENTS

- A. The Provider shall submit Human Services Reporting System (HSRS), financial and program information when requested.
- B. Financial and HSRS reports shall be received from the Provider no later than the 10th day of the following month of service.
- C. Additional reports requested by the Purchaser shall be submitted on designated dates established by the Purchaser.

XXI. INTERPRETER AND LANGUAGE BARRIER SERVICES

Providers are encouraged to secure the services of an interpreter when clients are experiencing communication difficulties. The Purchaser shall assist the Provider in securing interpreter services where the Provider indicates difficulty in acquiring said services.

XXII. PERFORMANCE OUTCOME REQUIREMENTS

Providers may be expected to track performance outcome measures as determined by the Department which are applicable for each program purchased via this Contract.

Providers will be expected to comply with all Quality Indicator measures the Purchaser undertakes.

XXIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT 1996 (HIPAA)

This Contract creates a business association agreement as defined by 45 U.S.C. s.164 and as such binds the Provider to all provisions therein. As such the Provider agrees to safeguard all information received, facilitate client's (consumer rights), and not to disclose any information unless allowed for under said portion of the United States Code. The Provider at all times while providing services under this Contract shall be bound to the same confidentiality requirements as the Purchaser, and is responsible for identifying such confidentiality requirements.

The Provider is solely responsible for any cause of action arising from its disclosure, be it intentional or unintentional, of confidential information which comes into its possession while providing services under this Contract. The Provider does hereafter agree to hold the Purchaser harmless for any liability stemming from such disclosure.

The Provider agrees to comply with the federal regulations in implementing the HIPAA to the extent those regulations apply to the services the Provider provides with funds under this Contract. **The Provider has been offered training by the Purchaser on the above stated requirements. The Provider understands that it is their responsibility to obtaining any information or additional training necessary to fully comply with the terms of this section.**

A motion was made by Supervisor De Wane and seconded by Supervisor La Violette **"to adopt"**.
Supervisor Evans asked questions of Jill Rowland, Human Services Department. Voice vote taken. Motion carried unanimously with no abstentions.

No. 2b -- NON-CONTINUOUS PROVIDERS (ALL PROVIDERS CONSIDERED "NON-CONTINUOUS" AND WITH WHOM THE DEPARTMENT PURCHASES SERVICES VALUED AT \$10,000 OR LESS)

The below list represents all providers considered "non-continuous" and/or with whom the department purchases less than \$10,000.00 worth of services from.

NON CONTINUOUS PROVIDERS

A & J Vans Inc.
Achievement Products Inc.
Adaptive Experts LLC
Adaptive Technology Resources
Alexander Dorie
All About Kids
American Red Cross
Anderle Betty
Arnold Rebecca
Ashwaubenon Assn for Special
Ashwaubenon Spec Children's
Ashwaubenon Water & Sewer Dept
AT & T
AT & T Consumer Lease Services
Automatic Entrances of WI
Bay Area Investigations
Bay Area Lutheran Homes, Inc.
Bay City Transport
Beautiful Minds Family Daycare
Beversdorf Marilyn
Bill Craig
Birschbach Dave
Bowers Debra
Breitlow Adult Family Home
Bridge Services LLC
Brown Rebecca
Camp Awesome Inc.
Camp Pop
Capelle Sister Jacqueline
Carpet City

Carter Julie
 Century Oaks Residential Care Community, Inc.
 City Of Green Bay Ambulance
 Comfort Travel
 Common Paths Day Care
 Cottage Cabinets & Woodwork
 Creative Learning Child
 Crest Healthcare Supply
 Cuddle Care Inc.
 CVS/Pharmacy
 Daniel Mary Ann
 Daniels Lois
 Dave's Custom Remodeling
 De Pere Water Dept.
 Dental Associates
 Dental Design by Quandt SC
 Eastman William For June
 Edelbeck Paul and Jackie
 Eirhart Sharon
 Enterprise Academy
 Ethan House Inc.
 Family Living Child Care
 Fountainhead Group, IIC
 Franciscan Skemp Healthcare
 Friends of Autism
 Fritsche DDS James G
 Garot Keith
 Geise Irene
 Glander Prescription Plus
 GMACK Appliances
 Goodwill Industries of SE WI
 Green Bay Emergency
 Green Bay Housing Authority
 Gregorich Julie
 Gretz Carpentry & Remodeling
 Growing Times Daycare
 Hakes Jody L
 Hatchbacks Footwear
 Helping Hands Day Care
 Hoffman Barbara
 Hoffman AFH
 Holiday Nursery & Kindergarten
 In-Home Health Inc.
 International Translators
 J C Santy Construction
 Jakubowski Mary
 Janssen Dental Clinic SC
 Johnson AFH
 Joyful Noise
 Just 4 Kids Day Care
 Keepers Institute Daycare
 Kids Care
 Kinder care
 Kling Robert
 Lacrosse County CMO
 Learning Years Day Care
 Ledge view Dental Care
 Lochman Enterprises LLC
 Mader Cheryl
 Manderfield, Mary
 Marant Apartments LLC
 Marky Sparky
 Martin Ambrose & Cheryl
 Meadows North Assoc
 Medassist-op Inc
 Meli Lisa

Micolichek Linda
 Monroe Prosthetic Association
 Moseng McKenzie
 Neff Ingeborg
 Open Gate Fence Co
 Outagamie Co Sheriff Dept
 Pagel Hazel
 Penkert Properties LLC
 Playmates Childcare
 Polka Tots
 Precious Angels
 Pulaski Housing Authority
 PWK, INC.
 Quality Addiction Management
 Radio Shack
 Rainbow Play Systems Inc.
 Reeke-Marold Company
 Reside Management LLC
 Rollx Vans
 Rosinsky Teal
 Salacinski Molly
 Salewski Patrick
 Salewski Sue & Kevin
 Saltillo Corporation
 Sammons Preston Rolyan
 Samonas International
 Schroeder & Hanson Plumbing
 Shea Kerry
 Sheboygan CO Human Svcs Dept
 Shepherd Linda
 Shining Stars Pre-School
 Siekman Judith
 Sinclair Plumbing
 Skenandore Loretta
 Slowe Esther
 Spectrum Training Systems Inc
 St. Aemilian-Lakeside Inc.
 Steinbrecher Lia
 Suburban Electrical Engineers Subcontractors Inc.
 Sundstrom jim
 Tebeau John
 Thornley Dr. Robert
 Three Bears In Denmark
 Timesavers, Inc.
 Towne & Country Kids Day Care
 Valley Motel
 Village Inn
 Walgreen Health Initiative
 Wegner AFH
 West Side Chiropractic
 Westbrook Apartments
 Western Adobe Apartments
 Whirlwind Fence
 Wilker flooring
 Wisconsin Lock and Load LLC
 Witek DDS MS SC Thomas
 Wolf Hasia M
 Woodside Home Health Agency
 Young Scholars Development Institute
 YWCA Daycare Center

A motion was made by Supervisor De Wane and seconded by Supervisor La Violette **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 2c -- 2007 CONTRACT

2007 CONTRACT

I. Parties and Contract Period

This contract is between [enter County] County Department of Community Programs whose business address is [enter address] hereinafter referred to as Purchaser and Brown County Mental Health Center whose business address is 111 N. Jefferson Street, Green Bay, WI 54301, hereinafter referred to as Provider. This contract is to be effective for the period **January 1, 2007 through December 31, 2007.**

The Provider employee responsible for day-to-day administration of this contract will be **Jill Rowland (920)448-6237**, whose business address is **111 North Jefferson Street, Green Bay, WI 54301**. In the event that the administrator is unable to administer this contract, Provider will contact Purchaser and designate a new administrator.

If you have questions regarding an admission, please call the House Manager at (920)391-4777. If you have questions regarding an admission on Unit 7, please contact the Inpatient Clinical Coordinator at (920)391-4702.

The Purchaser employee responsible for day-to-day administration of this contract will be [enter name and phone number] whose business address is [enter address]. In the event that the administrator is unable to administer this contract, Purchaser will contact Provider and designate a new administrator.

II. Services to be Provided

Subject to the terms and conditions set forth in the contract, the Purchaser agrees to purchase for and Provider agrees to provide to eligible clients services as described in detail in this contract.

The Provider shall make available to the Purchaser adult inpatient services at the Brown County Mental Health Care Center, inclusive of placement of subjects on Statements of Emergency Detention, Voluntary Placements, and detoxification on an emergency basis.

III. Payment for Services

Purchaser and Provider agree:

- A. The total amount to be paid to Provider by Purchaser for services provided in accordance with this Contract shall not exceed the contracted dollar amount of \$ (enter \$).

***Please see attachment A for rate information.**

- B. Provider shall return to Purchaser funds paid in excess of the allowable cost of services provided. If the Provider fails to return funds paid in excess of the allowable cost of standard programs categories/clusters provided, Purchaser shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider. The allowable cost of standard programs shall be determined pursuant to the Department of Health and Social Services' *Allowable Costs Policy Manual*.
- C. The Purchaser agrees to reimburse the Provider an additional \$265 per shift intensive care charge when treating physician orders 1:1 staffing for their client. The Provider agrees to notify the Purchaser within 24 hours, excluding weekends, of the intensive care order.
- D. The co-payments and deductibles associated with Medicare Parts A and B will be paid by the Purchaser. Medicaid co-payments associated with professional services shall also be paid by the Purchaser.
- E. Psychiatric fees, outside medical charges such as out of the facility laboratory exams, C.T. Scans, emergency room charges, etc., if ordered by a physician, will be billed to the Purchaser when third party insurers do not pay for the charges.
- F. In the event that a voluntary patient requires involuntary detention through either a Statement of Emergency Detention by Law Enforcement ("EM-1") or a Statement of Emergency Detention by Clinical Director ("Director's Hold") establishing Brown County as the venue of conflict, the Purchaser shall be liable for all costs associated with such legal action.

IV. Billing and Collection Procedures

- A. The Provider shall charge a uniform schedule of fees as defined in §46.03(18), Wis. Stats., unless waived by the Purchaser with written approval of the Department of Health and Social Services.
- B. Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.
- C. The billing and collection effort of the Provider may be limited at the discretion of the Provider to the submission of not more than two statements of the client's responsible party or the processing of their third party payment claim forms. Although the Provider may, at its discretion, use more extensive billing and collection procedures, Provider shall not be obligated to institute suit to collect sums due, nor to undertake any other collection procedure with respect to third party payment sources or their client. The procedures used by the Provider shall comply with the provisions of Wisconsin Administrative Code HSS 1.01-1.06.

V. Eligibility Standards for Recipients of Services

Provider and Purchaser understand and agree that the eligibility of individuals to receive the services to be purchased under this Agreement from Provider will be determined by Purchaser. An individual is entitled to the right of an administrative hearing concerning eligibility and the Provider shall inform individuals of this right.

VI. Indemnity and Insurance

- A. Provider agrees that it will at all times during the existence of this Contract indemnify Purchaser against any and all loss, damages, and costs or expenses which Purchaser may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Purchaser. Notwithstanding, Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
- B. Provider agrees that, in order to protect itself as well as Purchaser under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. Upon the execution of this Contract, Provider will furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall, within five working days, cause notice in writing thereof to be given to Provider by certified mail, addressed to its post office address.

VII. Affirmative Action/Civil Rights Compliance

- A. Provider agrees to submit to the Purchaser a current copy of the Civil Rights Compliance Plan for meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and the Americans with Disabilities Act (ADA) of 1990. The Provider shall attach its individual CRC (or assurances of compliance if provider has 25 employees or more, or a contract amount more than \$25,000) as part of this contract. The Provider agrees to the provisions listed in the Civil Rights Compliance Plan. The plan covers a 2 year period.

VIII. Renegotiation

This contract or any part thereof must be renegotiated in the case of 1) increased or decreased volume of services; 2) changes required by federal or state laws or regulations or court action; or, 3) monies available affecting the substance of this Agreement.

IX. Contract Revisions and/or Terminations

- A. Failure to comply with any part of this contract may be considered cause for revision, suspension, or termination.
- B. Revisions of this contract must be agreed to by Purchaser and Provider by an addendum signed by the authorized representatives of both parties.
- C. Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this contract.
- D. If Purchaser finds it necessary to terminate the contract prior to the contract expiration date for reasons other than non-performance by the Provider, actual costs incurred by the Provider may be reimbursed for an amount determined by mutual agreement of both parties.
- E. This contract can be terminated by a 30-day written notice by either party.
- F. If during the term of this agreement, the Brown County Board of Supervisors shall fail to appropriate sufficient funds or approve necessary revenue amounts to carry out Brown County's financial obligations under this agreement, this agreement shall be terminated as of the date existing funds have been exhausted and no funds are available and such termination under this non-funding provision becomes effective immediately and without further notice of any kind to the Provider. The provisions of this article of the agreement control over any other provisions or terms set forth in other articles of this agreement.

X. Resolution of Disputes

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the contract and Chapter 68, Wis. Stats. Should such appeal be sought, provider will submit in writing documentation stating the decision being disputed and a brief summary of why the decision is being disputed to the Program Director of the [enter County and address]. The Department will offer initial response to the appeal within 10 working days of the receipt of such documentation.

XI. Records

- A. Provider shall maintain such records and financial statements as required by state and federal laws, rules and regulations.
- B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the Purchaser, the Department of Health and Social Services and its authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this contract.
- C. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

XII. Reporting

Provider shall comply with the reporting requirements of Purchaser. Provider shall maintain documentation on client service relevant to the specific standards of their corporate and individual licensure. This may include progress notes/reports, staffing notes.

XIII. Provider Responsibilities

Provider agrees to meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contractual agreement. In addition, Provider shall:

Cooperate with the Purchaser in establishing costs for reimbursement purposes. [Refer to letter a. in the commentary following this section.]

- E. Maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems. (See DHSS *Allowable Costs Policy Manual*.) [Refer to letter b. in the commentary following this section. Refer to section VI of instructions for exceptions on small residential providers.]
- F. Transfer a client from one category of care or service to another only with the approval of the Purchaser. [Refer to letter c. in the commentary following this section.]
- G. If the Provider obtains services for any part of this Agreement from another vendor, the Provider is responsible for fulfillment of the terms of the contract and shall give prior written notification of such to the Purchaser for approval.

H. Commentary:

- a. This is a requirement of §46.036(4)(b), Wis. Stats.
- b. This is a requirement of §46.036(4)(a), Wis. Stats.
- c. This is a requirement of §46.036(4)(d), Wis. Stats.

- I. At the time of discharge a client (adult or child/adolescent) will be supplied with three days of medication and a prescription to suffice until the scheduled outpatient psychiatric appointment.
- J. The [enter County] County Department of Community Programs will be notified as to the date of the initial staffing of a child/adolescent admission.
- K. The [enter County] County Department of Community Programs may request independent psychiatric evaluation of a patient. The [enter County] County Department of Community Programs will bear the cost of such an independent evaluation.
- L. Requests for extra medical examinations (i.e. CT scans) must be approved in advance by the [enter County] County Department of Community Programs.

XIX. Conditions of the Parties Obligations

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the Department of Health and Social Services shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. The Purchaser shall insure that the Provider meets applicable state certification and licensure requirements.
- D. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

- E. Purchaser shall be notified in writing of all complaints filed in writing against the provider regarding a resident of the placing county or agency. Purchaser shall inform the Provider in writing with their understanding of the resolution of the complaint.
- F. Purchaser shall receive from the Provider a copy of the most recent licensing or certification report concerning the provider upon request.

XV. Access to Provider's Records

The Provider shall permit appropriate representatives of the Purchaser to have timely access to the Provider's records and financial statements as necessary to review Purchaser's compliance with contract requirements for the use of the funding.

XVI. Audit Requirements

1. The Provider shall submit an annual agency-wide audit to the Purchaser if the total amount of annual funding provided by the Purchaser through this and other contracts is \$25,000 or more. Costs of completing that audit are to be born by the Provider and included as an allowable cost of operating their business.
2. The audit shall be in accordance with the requirements of OMB Circular A-133 if the Provider meets the criteria of that Circular for needing an audit in accordance with that Circular. The audit shall also be in accordance with:
 - The *State Single Audit Guidelines*, if the provider is a local government that meets the criteria of OMB Circular A-133 for needing an audit in accordance with that Circular or
 - The *Provider Agency Audit Guide*, 1999 revision, for all other providers.
3. Source of funding: This contract may be funded by a variety of state, federal and local sources. In order to determine the mix of funds associated with payments by grantor, provider should contact the [enter County] County Department of Community Programs, or, can access this information from the State Department of Health and Family Services listing of CARS (Community Aids Reporting System) and non-CARS program funding sources online at: <http://www.dhfs.state.wi.us/bfs/CARS/index.htm>.
4. Reporting Package: The Provider shall submit to the Purchaser a reporting package that includes: (a) all audit schedules and reports required for the type of audit applicable to the agency; (b) a summary schedule of prior year findings and the status of addressing these findings; (c) a Management Letter (or similar document conveying auditor's comments issued as a result of the audit); and (d) management responses/corrective action plan for each audit issue identified in the audit.
5. Submitting the Reporting Package: The Provider shall submit the required reporting package to the Purchaser within 180 days of the end of the Provider's fiscal year.
6. Access to auditor's work papers: When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Purchaser. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.
7. Failure to comply with the requirements of this section: In the event that the Provider fails to have an appropriate audit performed or fails to provide a complete audit report to the Purchaser within the specified timeframes, the Purchaser may:
 - a. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
 - b. Charge the Provider for all loss of Federal or State aid or for penalties assessed to the Purchaser because the Provider did not submit a complete audit report within the required time frame;
 - c. Disallow the cost of audits that do not meet these standards; and/or
 - d. Withhold payment, cancel the contract, or take other actions deemed by the Purchaser to be necessary to protect the Purchaser's interests.

XVII. Health Insurance Portability and Accountability Act of 1996 "HIPAA" Applicability.

- A. The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.
- B. In addition, certain functions included in this agreement may be covered within HIPAA rules. As such, the Purchaser must comply with all provisions of the law and has determined that Provider is a "Business Associate" within the context of the law. As a result, the Purchaser requires Provider to sign and return with this contract the Business Associate Agreement, which will be included and made part of this agreement.

XVIII. Signatures

- A. This contract is agreed upon and approved by the authorized representatives of _____ and Brown County Mental Health Center as indicated below.
- B. This contract becomes null and void if the time between the Purchaser's authorized representative signature and the provider's authorized representative signature on this contract exceeds sixty days.

For Purchaser:

Printed Name _____

Signature/Title _____

Program Director **Date**

For Provider:

Printed Name _____

Signature/Title _____

Contract & Provider Relations **Date**
Unit Coordinator

A motion was made by Supervisor De Wane and seconded by Supervisor La Violette "to adopt". Supervisor Evans questioned the cost per unit and the cost per day of various contracts. Ms. Rowland, Human Services Department, stated that the 2007 totals are based on the 2006 totals. She went on to explain portions of the contracts. Supervisor Evans explained that this is a special meeting of the County Board because it was necessary to approve the contracts before the next week. Voice vote taken. Motion carried unanimously with no abstentions.

No. 2d -- **SAMPLE CONTRACT AGREEMENT FOR SERVICE BETWEEN THE BROWN COUNTY HUMAN SERVICES DEPARTMENT AND PROVIDER**

**Contract for Service Between
The Brown County Human Services Department
and**

The above named parties, _____, hereafter "Provider" and the Brown County Human Services Department, hereafter "Purchaser" do hereby enter into a contract for services incorporating the below stated provisions. It is understood that this agreement does not create an employee / employer relationship between the Provider and Purchaser and at all times while performing services, the Provider will be acting in the capacity of a sub-contractor to the Purchaser;

SECTION #1: TERMS AND CONDITIONS

Position: _____
Hours: _____ hours per week, schedule to be arranged with Purchaser contact
Employment period: month to month contingent on needs of Purchaser
Responsibilities: see attachment "A"
Consideration: Hourly rate \$ _____

SECTION #2: STATEMENT OF UNDERSTANDING

The contractor (_____) agrees that it is a separate and independent enterprise from the Brown County Human Services Department, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the independent contractor (_____) and the Brown County Human Services Department. The Brown County Human Services Department will not be liable for any obligation incurred by the independent contractor (_____), including but not limited to unpaid minimum wages and/or overtime.

This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that _____ will be an independent contractor and not the Brown County Human Services Department's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal revenue Code, (the state revenue and taxation law, (the state workers' compensation law) and (the state unemployment insurance law). _____ will retain sole and absolute discretion in the judgment of the manner and means of carrying out activities and responsibilities hereunder.

The Provider recognizes the obligation to comply with the reporting requirements of the Federal Internal Revenue Services and Wisconsin State Department of Revenue regulations regarding the reporting of income by self-employed individuals, the payment of F.I.C.A. and other withholding taxes.

SECTION #3: INDEMNITY AND INSURANCE

Provider agrees that it shall at all times during the existence of this Contract indemnify defend and hold harmless Purchaser, Brown County and its agents, officers, and employees, against any and all loss, damages, and costs or expenses which Purchaser may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from Provider's acts or omissions while any eligible client is participating in or receiving the care and services to be furnished by the Provider under this agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Purchaser, notwithstanding, Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

A. Provider agrees that, in order to protect itself as well as Purchaser, Brown County and its agents, officers, and employees, under the indemnity provision set forth in the above paragraph, Provider shall at all times during the terms of this Contract keep in force such insurance as specified below issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance.

1. Insurance Requirements

Purchaser shall provide and maintain at her own expense during the term of this agreement, the following insurance policies covering its operations hereunder. Such insurance shall be provided by insurer(s) authorized to conduct business in the State of Wisconsin.

Purchaser shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the County Division of Risk Management, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

(1) General Liability (Occurrence Form).

- Premises Operations
- Products and Completed Operations
- Personal Injury and Advertising Liability
- Independent Contractors/Protective

Limits of Insurance \$1,000,000 per occurrence
 \$1,000,000 aggregate

(1) Automobile Liability. Business Automobile Liability covering all owned, hired, and non-owned vehicles.

2. Proof Of Insurance

Purchaser shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that Purchaser meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Owner, with a copy of the Certificate of Insurance to be delivered to the Risk Management Division for approval prior to the execution of this contract. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

SECTION #4: Miscellaneous Provisions

A. **Termination:** Either party can terminate this contract with 30 day written notice.

1. If during the term of this agreement, the Brown County Board of Supervisors shall fail to appropriate sufficient funds or approve necessary revenue amounts to carry out Brown County's financial obligations under this agreement, this agreement shall be terminated as of the date existing funds have been exhausted and no funds are available and such termination under this non-funding provision becomes effective immediately and without further notice of any kind to the Provider. The provisions of this article of the agreement control over any other provisions or terms set forth in other articles of this agreement.

- B. Confidentiality:** The parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will protect the integrity and confidentiality of protected health information. The Provider will implement and maintain appropriate safeguards to insure that protected health information obtained by or on behalf of the agency is not used or disclosed by the Provider in violation of this agreement.

The Provider also agrees to implement any other requests for further confidentiality as deemed necessary by the facility, and shall hold the Facility harmless for any disclosure not consistent with above mentioned requirements.

- C. Entire Agreement:** This Agreement constitutes the entire agreement, between parties hereto relations to the subject matter herein, and all prior agreements and understandings, whether written or oral, are merged herein and made part hereof. No amendment, waiver or modification hereof shall be valid or given effect unless in writing, signed by both parties. All Exhibits, Schedules, Annexes or other documents referenced herein shall be incorporated into this Agreement as if set forth fully herein.

- D. Assignment:** This Agreement shall not be assigned by either party without the prior written consent of the other.

- E. Severability:** The invalidity or unenforceability of any provision of this Agreement shall not effect or limit the validity or enforceability of any other provision hereof which shall remain valid and enforceable to the fullest extent permitted by law.

Signatures at the bottom of this page indicate an agreement to these terms

JILL ROWLAND
Contract Administrator

NAME

Date

Date

A motion was made by Supervisor De Wane and seconded by Supervisor La Violette **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

- No. 3 -- Such other matters as authorized by law.**

LATE COMMUNICATIONS

- No. 3a -- From Supervisor Theisen re: to place on the agenda of the Brown County Board for January 17, 2007 the following: The Brown County Board will act as a 'Committee as a Whole' to act on a motion to rescind it's action of December 20, 2006 -- "to hold appointments 5b thru 5h until a new County Executive is sworn in".**

Refer to Brown County Board of Supervisors.

- No. 3b(1) -- From Supervisor Scray re: come up with a operating budget for the proposed Mental Health Care Center. This needs to be based on number of patients and facility design. Also incorporating the concept of the "Universal Worker" and any extra money needed for such a concept.**

Refer to Human Services Committee.

- No. 3b(2) -- From Supervisor Scray re: create an Admission Policy for our proposed new Mental Health Care Center. In our policy we will make it clear what steps we will take to make sure we are not competing with the private sector Nursing Homes for business.**

Refer to Human Services Committee.

- No. 3c -- From Supervisors Vander Leest and Johnson re: request that the Brown County Sheriff, District Attorney and Judge Mc Kay review all processes for child molesters and sex offenders in Brown County.**

In addition, it is requested that the District Attorney and County Judges review and set bonds at the highest level possible for sex offenders and child molesters in Brown County in order to protect our children. Resolution to be drafted from the Brown County Board to the District Attorney and County Judges.

Finally, we ask the Brown County Sheriff and District Attorney to identify additional steps to protect children from child molesters and sex offenders in Brown County and to identify these steps to the citizens of Brown County and the Brown County Board.

Refer to Public Safety Committee.

- No. 4 -- CLOSING ROLL CALL.**

Present: Warpinski, De Wane, Nicholson, Theisen, Krueger, Erickson, Kaye, Evans, Vander Leest, Dantine, La Violette, Zeller, Backmann, Van Deurzen, Fleck, Clancy, Zabel, Scray, Hoeft, Lund, Fewell

Excused: Haefs, Johnson, Kaster, De Cleene

Absent: Zima

Total Present: 21 Excused: 4 Absent: 1

- No. 5 -- ADJOURNMENT TO WEDNESDAY, JANUARY 17, 2007 AT 7:00 P.M., LEGISLATIVE ROOM, #203, CITY HALL, 100 NORTH JEFFERSON STREET, GREEN BAY, WISCONSIN.**

A motion was made by Supervisor Warpinski and seconded by Supervisor Scray **"to adjourn to the above date and time"**. Voice vote taken. Motion carried unanimously with no abstentions.

\s/ Darlene K. Marcelle
Brown County Clerk